

PROJECT TITLE: Community DWI Programs
PROJECT NUMBER: 12-CD-05-091
GRANTEE NAME: SANTA FE (COUNTY of)

PROJECT AGREEMENT

This AGREEMENT is entered into by and between the State of New Mexico, acting through its NEW MEXICO DEPARTMENT OF TRANSPORTATION, PROGRAMS DIVISION, TRAFFIC SAFETY BUREAU, hereinafter referred to as "DEPARTMENT" or "TSB", and SANTA FE (COUNTY of), hereinafter referred to as the "GRANTEE," collectively referred to as the "PARTIES."

In consideration of the covenants contained herein and pursuant to the DEPARTMENT's authority under the Traffic Safety Act, NMSA 1978, Sections 66-7-501 through 66-7-511, as amended, the PARTIES agree as follows:

SECTION ONE – PROJECT PURPOSE AND CONDITIONS:

The purpose of this AGREEMENT is to fund activities to reduce DWI, which are of permanent direct benefit to traffic safety in New Mexico. The GRANTEE shall comply with all provisions and conditions of this Agreement, including the Traffic Safety Bureau Project Management and Accounting Procedures Manual and the State Procurement Code, NMSA 1978, Sections 13-1-28 to Sections 13-1-199.

SECTION TWO – PROJECT FUNDING:

Funding for this Community DWI (CDWI) project comes from a \$75.00 fee imposed on convicted drunk drivers as allowed by Section 31-12-7(B), and Regulation 18.20.6 NMAC (2004).

The total estimated cost for the PROJECT is \$75,340.00

The GRANTEE shall pay all PROJECT costs that exceed \$75,340.00

The project budget is itemized as follows:

Personal Services	\$ 0.00
Contractual Services	\$ 40,000.00
Commodities	\$ 35,340.00
Indirect	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 75,340.00

The Grantee may transfer funds between budget categories with prior written approval from TSB when the transfer of funds improves program effectiveness.

SECTION THREE – PROGRAM SCOPE OF WORK:

A. MISSION:

To provide a seamless transportation system that safely and efficiently moves people and supports a growing economy.

The Traffic Safety Bureau is committed to preventing injuries and saving lives by eliminating crashes on New Mexico public roadways. ¡Sí Se Puede!

B. PROGRAM SERVICES:

Program will provide services and/or items to the community to reduce DWI crashes and fatalities and work with local law enforcement agencies to conduct high visibility DWI enforcement activities to increase public safety in SANTA FE (County of).

PERFORMANCE GOALS (statewide):

At the state level:

1. Reduce the number of fatalities involving driver/motorcycle operators with .08 or higher BAC from 112 in 2009 to 108 in 2011. (C-5; FARS Data)

C. ACTIVITIES: The Grantee shall:

1. Conduct activities in a manner consistent with TSB's Project Management and Accounting Procedures Manual and the Traffic Safety CDWI manual.
2. Designate a Project Director who will be the Grantee's contact person with respect to all matters involving this project.
3. Allocate funds for Conference and training fees, per diem, and other related costs.
4. Attend DWI trainings as requested by the Department.
5. The GRANTEE shall pay all PROJECT costs that exceed \$ 75,340.00

Enforcement:

6. Provide funding in the amount of \$10,000 to the Bureau of Indian Affairs to conduct a minimum of four (4) checkpoints and/or saturation patrols, underage drinking prevention and enforcement efforts.
7. Provide funding in the amount of \$30,000 for multi-agency checkpoints and/or saturation patrol, warrant roundups and underage operations throughout the year. Participating agencies include: Tesuque Tribal Law Enforcement, Pojoaque Tribal Law Enforcement, the Santa Fe County Sheriffs' Department and the City of Santa Fe Police Department.
8. Provide funding in the amount of \$35,340 to purchase PBTs, mouthpieces, videotapes, body cams, digital cameras, memory disks, camera cases, DVDs, cones, lights, generators, power cords, splitters, batteries, safety vests, checkpoint

signs, laptop computers, printers, printer cartridges, heaters, and kerosene for heaters used at checkpoints for participating agencies as needed to conduct DWI enforcement efforts. Provide case management software to law enforcement agencies for the vehicle forfeiture/seizure programs in Santa Fe County.

9. Conduct meetings at least quarterly with all Law Enforcement agencies having jurisdiction in Santa Fe County(the Santa Fe Police Department, the Santa Fe Sheriff's Office, New Mexico State Police, Districts I and VII, Pojoaque Tribal Police, Tesuque Tribal Police, Special Investigation Division, Edgewood Police Department, New Mexico Mounted Patrol and BIA) in order to coordinate DWI enforcement efforts and address common issues. At least two multi-agency efforts will be conducted this fiscal year and may be funded by other sources., no funding is requested for these meetings.

D. MEASURES:

Quarterly Projections:	1st	2nd	3rd	4th
1. Activities consistent with TSB Procedures	Entire Year			
2. Designate Project Director for CDWI	Entire Year			
3. Funds for Conference and training fees, per diem, and other related costs.	Entire Year			
4. Attend all DWI conferences and training.	Entire Year			
5. The GRANTEE shall pay all PROJECT costs that exceed \$75,340.00.	Entire Year			
6. Provide funding in the amount of \$10,000 to the Bureau of Indian Affairs to conduct at least (4) four checkpoints and/or saturation patrols, underage drinking prevention and enforcement efforts.	Entire Year.....			
7. Provide funding in the amount of \$30,000 for multi-agency checkpoints and/or saturation patrol, warrant roundups and underage operations throughout the year.	Entire Year.....			
8. Provide funding in the amount of \$35,340 to purchase PBTs, mouthpieces, videotapes, body cams, digital cameras, memory disks, camera cases, DVDs, cones, lights, generators, power cords, splitters, batteries, safety vests, checkpoint signs, laptop computers, printers, printer cartridges, heaters, and kerosene for heaters used at checkpoints for participating agencies as needed to conduct DWI enforcement efforts. Provide case management software to law enforcement agencies for the vehicle forfeiture/seizure programs in Santa Fe County. Any equipment purchase over \$1,000 must be approved by TSB Personnel.	Entire Year.....			
9. Conduct quarterly meetings	Entire Year.....			

E. TRAINING:

The CDWI Conference if held by TSB is mandatory for the Project Director and will be required to participate in the once a year training and any other trainings as determined by

TSB to be necessary to implement program activities. If the Project Director cannot attend the training, the agency must send a representative.

F. EVALUATION:

The GRANTEE will submit its quarterly reports by October 31, January 31, April 30, and August 31 of each year this Agreement is in effect.

SECTION FOUR - ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. The GRANTEE shall maintain all books, documents, papers, accounting records, data, and other documentation pertaining to costs incurred and to make such materials available to the DEPARTMENT at GRANTEE'S respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. The GRANTEE shall furnish the DEPARTMENT or State Auditor, upon demand, any and all such records relevant to this AGREEMENT and allow them the right to audit all records which support the terms of this AGREEMENT. If an audit finding determines that a specific funding use was inappropriate or not related to the project, the GRANTEE shall reimburse that portion to the DEPARTMENT within thirty (30) days of written notification of the audit finding. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expenses supported by such insufficient documentation shall be reimbursed to the DEPARTMENT within 30 days.

SECTION FIVE - PROJECT RESPONSIBILITY:

Completing the terms this Project is the GRANTEE's sole responsibility and nothing herein is intended to give the DEPARTMENT any responsibility for the Project other than as set forth in this AGREEMENT.

SECTION SIX - AUTHORIZATION OF EXPENDITURES:

The terms of this AGREEMENT are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States if federal funds are involved, or the State Legislature if State funds involved, for performance of this AGREEMENT. If sufficient appropriations and authorizations are not made, this AGREEMENT shall terminate upon written notice being given by the DEPARTMENT to the GRANTEE. The DEPARTMENT is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the DEPARTMENT. The DEPARTMENT's decision as to whether its funds are sufficient for fulfillment of the AGREEMENT shall be final.

SECTION SEVEN - TERMS OF THE AGREEMENT:

This AGREEMENT constitutes the entire agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this

document or its amendments, is not part of this AGREEMENT and not enforceable pursuant to this AGREEMENT. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

SECTION EIGHT - THIRD PARTY BENEFICIARY CLAUSE:

No provision of this AGREEMENT creates or is intended to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the AGREEMENT to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provision of this AGREEMENT.

SECTION NINE - NEW MEXICO TORTS CLAIM ACT:

No provision of this AGREEMENT establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the DEPARTMENT or the GRANTEE arising from the performance of this AGREEMENT apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, and et seq., as amended.

SECTION TEN - SEVERABILITY:

In the event that any portion of this AGREEMENT is determined to be void, unconstitutional or otherwise unenforceable; the remainder of this AGREEMENT shall remain in full force and effect.

SECTION ELEVEN - AMENDMENT:

This AGREEMENT shall not be altered, modified, or amended except by an instrument in writing and executed by the parties hereto.

SECTION TWELVE - REIMBURSEMENT:

Funds expended by the GRANTEE for the purposes stated in Section Three – Program Scope of Work shall be reimbursed by the DEPARTMENT to the GRANTEE. The DEPARTMENT shall not reimburse the GRANTEE for any costs incurred prior to the full execution of the AGREEMENT, after the expiration of the AGREEMENT, or in excess of the maximum dollar amount of the AGREEMENT, unless the maximum dollar amount is duly amended prior to incurring cost for services or deliverables. Claims for reimbursement must be fully completed and submitted at least quarterly on the required forms provided by the DEPARTMENT. All reimbursement claims must be received by the DEPARTMENT no later than 30 days after the end date of this AGREEMENT. Documentation as outlined in the Traffic Safety Bureau's Project Management and Accounting Procedures Manual must be retained in the GRANTEE's files.

SECTION THIRTEEN - EFFECTIVE DATE and TERMINATION:

- A. This AGREEMENT becomes effective on July 1, 2011 or upon signature of the Departments Cabinet Secretary, whichever is later.
- B. This AGREEMENT must be received by the DEPARTMENT within sixty (60) days of the Deputy Secretary's signature date in order to be valid. The Department may reject any agreement executed by the grantee 60 days or more after the Deputy Secretary's signature.
- C. This AGREEMENT shall terminate June 30, 2012. Neither party shall have any obligation to continue to deliver services or pay compensation for services rendered under this AGREEMENT after said date. If the GRANTEE fails to comply with any provisions of this AGREEMENT, the DEPARTMENT has the option to terminate this AGREEMENT. By such termination, neither party may nullify obligations already incurred for performance of failure to perform prior to termination of the AGREEMENT.

SECTION FOURTEEN - EQUAL OPPORTUNITY COMPLIANCE:

The GRANTEE agrees to abide by all Federal and State Laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the GRANTEE agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this AGREEMENT. If the GRANTEE is found to be not in compliance with these requirements during the life of this AGREEMENT, the GRANTEE agrees to take appropriate steps to correct these deficiencies.

SECTION FIFTEEN - CIVIL RIGHTS LAWS AND REGULATIONS COMPLIANCE:

The DEPARTMENT and GRANTEE shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein. The DEPARTMENT and GRANTEE further agree to operate under and be controlled by Title VI, and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, the New Mexico Human Rights act, and Executive Order No. 11246 entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60). Accordingly, 49 CFR 21 is applicable to this AGREEMENT and is incorporated herein by reference.

SECTION SIXTEEN - CERTIFICATIONS AND ASSURANCES:

Where this AGREEMENT involves federal funds the GRANTEE shall comply with all applicable Certifications and Assurances set forth in the current New Mexico Highway Safety Performance Plan.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT.

**NEW MEXICO DEPARTMENT
OF TRANSPORTATION**

**GRANTEE NAME:
SANTA FE (COUNTY)**

BY: *Kathryn E. Bender*
KATHRYN E. BENDER

BY: *Katherine Miller*
KATHERINE MILLER

DEPUTY SECRETARY OF
PROGRAMS AND INFRASTRUCTURE

AUTHORIZED OFFICIAL
TITLE: COUNTY MANAGER

DATE: 9/30/11

DATE: 10.21.11

**Approved as to form and legal sufficiency by the
New Mexico Department of Transportation's Office
Of General Counsel**

By: *Cynthia A. Christ*
Assistant General Counsel

Date: 9-22-11

**Approved as to form
Santa Fe County Attorney**

By: *Debra L. Spivey*
Date: October 13, 2011
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